

SEP 07 2018

OFFICE

**ORGANIZATION AGREEMENT**

This agreement entered into this 4 day of September, 2018, between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University") and CUSTOM PHYSICAL THERAPY (the "Learning Site").

Whereas, the purpose of the service learning or internship learning experience ("Learning Activity") is to integrate a student's academic study with practical experience in an organization in a service learning, business, non-profit, or government setting and requires students to engage in supervised academic study through activities in an applied setting; and

Whereas, the Learning Site has suitable experiences, supervisors, and facilities available for the educational experience of the student; and

Whereas, it is mutually beneficial to the University and Learning Site to have the student participate as a student at the Learning Site; and

Whereas, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities of the University and Learning Site for the placement and education of the students.

Now therefore, for and in consideration of the promises and mutual covenants herein contained and other valuable consideration, the parties agree as follows:

**1. Term:** The Term of this Agreement shall be for three (3) years. The Term shall commence on August 1, 2018 and shall end on July 31, 2021.

**2. Responsibility of the University:**

2.1 The University shall provide coordination in facilitating communication between the University and/or faculty designee, the student, and the site supervisor for the Learning Site (the "Site Supervisor").

2.2 The University and/or faculty designee shall be available for consultation with both the Site Supervisor and the student in the event of any disagreement or problems concerning requirements.

2.3 The University shall assume full responsibility for planning and execution of the education phase, including curriculum, administration, faculty appointments, and customary University functions, such as granting degrees and advising students.

2.4 The University shall advise the student of his or her responsibility to:

- a. Participate in all training required by the Learning Site.
- b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.

- c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
- d. Adhere to the policies, procedures, rules, standards and regulations of the Learning Site.
- e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- f. Get a background check, a tuberculosis test, fingerprints and any other training and/or testing requirements if the Learning Site requires them.

### **3. Responsibilities of the Site:**

- 3.1 **Orientation.** The Learning Site shall provide an orientation that includes a site tour, where applicable, an introduction to staff, a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients, a discussion concerning safety policies and emergency procedures, mandated reporting requirements and information detailing where students check-in and how they log their time.
- 3.2 **Site Supervision.** The Learning Site shall provide a supervised on-site experience. The Learning Site shall provide a supervisor, who shall meet with the student to provide support and to review progress on assignments and activities.
- 3.3 **Training.** The Learning Site shall provide appropriate training, equipment, materials and work space for students to conduct professional activities appropriate to the Learning Activity.
- 3.4 **Evaluation.** The Learning Site shall evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- 3.5 **Safety.**
  - a. The Learning Site shall notify the University as soon as is reasonably possible of any injury or illness to a student participating in an activity at the Learning Site. The Learning Site agrees to provide emergency health care for illnesses or injuries resulting from the Learning Site activity.
  - b. The Learning Site shall not ask the student to transport any person, unless the Learning Site maintains business automobile liability insurance coverage for the student.
  - c. The Learning Site shall inform the student of any need for a background check, fingerprinting and/or a tuberculosis test, ensure that the student obtains the student's fingerprints, background check and/or tuberculosis test and maintain the confidentiality of any results as required by federal and state law.

3.6 **Site Assessment.** The Learning Site shall permit, on reasonable notice and request, the inspection of Learning Site facilities by the University.

4. **Placement of Student:** The University makes no agreement to provide any specified number of students to the program at the Intern Site and the Intern Site makes no agreement to accept a specified number of students from the University.

5. **Status of Student:**

5.1 Each party agrees that the student will be in a learning situation and that the primary purpose of the Learning Activity is for the student's learning. While engaged in the Learning Activity, the student shall retain the status of a student working towards the fulfillment of a degree requirement. The student is not an employee, agent, independent contractor or volunteer of the University.

5.2 With the exception of situations where the student is undertaking the Learning Activity as a paid employee of the Learning Site, the student shall not displace regular employees of the Learning Site. Nor shall the student perform any of the duties normally performed by a Learning Site employee except such duties that are a part of their training and are performed by the student under the direct supervision of a Learning Site employee.

5.3 To the extent that the student is participating in a paid internship, the student shall be considered an employee of the Intern Site. The student shall be paid by the Intern Site and the student shall be covered under the Intern Site's worker's compensation and liability insurance.

6. **Discipline of Student**

6.1 The Learning Site may remove the student from placement for violating Learning Site rules or regulations and professional codes/standards for such actions as the Learning Site views as detrimental to its operations. The Learning Site shall notify the University immediately after final action is taken.

6.2 The University shall have full responsibility for the conduct of any student academic or disciplinary proceedings and shall conduct the same in accordance with all applicable codes, statutes, rules, regulations and law.

7. **Insurance**

7.1 The Learning Site shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate or provide documentation that the Learning Site is self-insured. Evidence of liability insurance must be provided to the University in the form of a Certificate of Insurance or provide documentation that the Learning Site is self-insured. To the extent Nevada law or another state's law requires the Learning Site to provide

workers' compensation insurance for its employees, the Learning Site shall be responsible for worker's compensation coverage for the students as volunteers of the Learning Site. If the Learning Site is not required under Nevada law to provide workers' compensation insurance, or does not currently cover volunteers under its workers' compensation policy, but has volunteer accident insurance in place, this volunteer accident insurance can be used as a substitute for workers' compensation insurance for the students. Evidence of workers' compensation insurance or a volunteer accident insurance policy must be provided to the University in the form of a Certificate of Insurance, if applicable.

- 7.2 NSHE is self-insured for its general liability exposure in accordance with the provisions of NRS Chapter 41. As a state agency, the University and NSHE are included in this self-insured program.

## **8. Indemnification**

- 8.1 Indemnification by Learning Site. The Learning Site shall indemnify and hold NSHE and the University, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses, including attorneys' fees, arising either directly or indirectly from any act or failure to act by the Learning Site or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement.

- 8.2 Indemnification by University. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the University shall indemnify, defend, and hold harmless Learning Site from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorneys' fees, arising either directly or indirectly from any act or failure to act by the University or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The University shall assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

9. **Compliance With Federal, State and Local Laws.** Each party shall continue to be in compliance with all applicable federal, state and local laws, codes, regulations, rules and orders.

- 9.1 **Discrimination.** Both parties agree to fully comply with all applicable state and federal non-discrimination laws. The Learning Site agrees to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military

obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.

9.2 **Fair Labor Standards Act.** Students participating in a non-paid Learning Activity may not perform services that would displace or replace regular employees of the Learning Site.

## 10. Confidentiality of Records

10.1 The Learning Site agrees to treat all records relating to the student confidentially and not to disclose student records except to the University and Learning Site officials who have a legitimate interest in the information, consistent with their official responsibilities.

10.2 The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and the University to the end that the rights and privacy of the students enrolled in the University are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the University. No access to individual student data shall be granted by the parties to any other person, agency or organization without the written consent of the student, except for sharing with other persons within the University or the Learning Site, so long as those persons have a legitimate interest in the information.

## 11. Termination:

11.1 This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice.

11.2 Notwithstanding any termination under this Agreement, once a student has been accepted by the Learning Site, and so long as the student remains in good standing in the University and within the Learning Site's performance standards, and the student's assignment has not otherwise ended, the student shall be allowed to finish his or her internship experience at the Learning Site.

## 12. Miscellaneous

12.1 **Headings.** The headings of sections used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

12.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties

and obligations herein shall survive the expiration or earlier termination of this Agreement.

- 12.3 **Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- 12.5 **Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Nevada, with venue in the City of Reno and County of Washoe.
- 12.6 **Force Majeure.** Neither party shall be considered to be in default of this Agreement as a result of its delay or failure to perform its obligations under this Agreement to the extent that such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not limited to, fire, flood, earthquakes, strikes, and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party.
- 12.7 **Assignment.** A party may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 12.8 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
- 12.9 **Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 12.10 **Notice.** All notices required by this Agreement shall be in writing, delivered personally, by certified mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier, addressed as follows:

To Learning Site: JEFFREY KERTIS PT, DPT  
CUSTOM PHYSICAL THERAPY  
1610 ROSS DE SHUTE DR  
RENO, NV 89523

To University: David K. Shintani  
Vice Provost, Undergraduate Education  
University of Nevada, Reno  
1664 N. Virginia Street Clark Admin 110  
Reno, Nevada 89557  
Telephone No.: 775-784-1740  
Email: shintani@unr.edu

With a copy to: Mary Dugan  
General Counsel  
University of Nevada, Reno  
1664 N. Virginia Street MS 0550  
Reno, Nevada 89557  
Telephone No.: 775-784-3510  
Email: mdugan@unr.edu

**12.11 Representation.** The parties agree that both parties were equally influential in preparing and negotiating this Agreement and each had the opportunity to seek the advice of legal counsel prior to the execution of the Agreement. Therefore, the University and Learning Site agree that no presumption shall arise construing the Agreement more unfavorably against any one party.

**12.12 Further Assurances.** The parties each agree, upon the request of the other party from time to time to do, execute, acknowledge and deliver such other acts, consents, instruments, documents and other assurances as may be reasonably necessary to carry out and perform the transactions contemplated by this Agreement.

**12.13 No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

**12.14 Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.

**12.15 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**12.16 Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

LEARNING SITE

CUSTOM PHYSICAL THERAPY  
(Name)

Approved:

Signed: 


Printed: JEFFREY KERTIS


Title: CLINICAL DIRECTOR, PT

Date: 9.4.18

BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION, ON  
BEHALF OF THE UNIVERSITY OF  
NEVADA, RENO

Recommended By:

By   
Nevada Career Studio/OSCLE

Approved: 

David K. Shintani, Vice Provost  
Undergraduate Education  
Date: 9/10/18